

RECORDATION NO. 10389-B
Filed 1425
NOV 9 1979
LAW OFFICES

RECORDATION NO. 10389-A
Filed 1425
NOV 9 1979-11 25 AM

NOV 9 1979
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

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November 9, 1979

9-313A055

NOV 9 1979

Date 20.00
Fee \$

ICB Washington, D. C.

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*ADMITTED IN DISTRICT OF COLUMBIA
**ADMITTED IN NEW JERSEY
***ADMITTED IN DELAWARE

Hon. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Room 2215
Washington, D.C. 20423

Dear Secretary:

I transmit herewith for filing under 49 U.S.C. §11303 two amendments to a Conditional Sale Agreement previously filed with the Commission and bearing recordation #10389. The first amendment is dated as of July 15, 1979. The second amendment is dated as of September 28, 1979. Neither amendment affects the substance of the Conditional Sale Agreement. They merely extend certain dates for consummation of the transaction contemplated therein and adjust the repayment dates to reflect the former change.

Very truly yours,

Charles W. Chapman

Charles W. Chapman
Vice President & General Counsel
Michigan Interstate Railway Company

CWC:ds
cc: Bruce Claugus
Jeff Oberg
V. M. Malanaphy
Steve Wight

RECEIVED
9 11 31 AM '79
I.C.C.
OPERATION BR.

Donna Schwab

RECORDATION NO. 10389-B
[Execution Copy] Filed 1425
NOV 9 1979 -11 25 AM
INTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

AMENDMENT

Dated as of September 28, 1979

This AMENDMENT between ITEL CORPORATION, Equipment Management Division, a Delaware corporation (the "Vendor") and MICHIGAN INTERSTATE RAILWAY COMPANY, a Michigan corporation (the "Railroad").

PRELIMINARY STATEMENT. The Vendor and the Railroad have entered into a Conditional Sale Agreement dated as of April 15, 1979 and amended as of July 15, 1979 (the "Conditional Sale Agreement", the terms defined therein being used herein as therein defined unless otherwise defined herein). The Vendor and the Railroad have agreed to further amend the Conditional Sale Agreement as hereinafter set forth.

SECTION 1. Amendments to Conditional Sale Agreement.
The Conditional Sale Agreement is, effective the date hereof, hereby amended as follows:

(a) Article 4(c) is amended by deleting the date "October 1, 1979" therein and by substituting for such date the date "November 1, 1979" and by deleting the date "September 1, 1987" therein and by substituting for such date the date "October 1, 1987".

(b) Article 4(d) is amended by deleting the date "October 1, 1979" therein and by substituting for such date the date "November 1, 1979".

SECTION 2. Reference to and Effect on the Loan Documents. On and after the date hereof each reference in the Conditional Sale Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Conditional Sale Agreement, shall mean and be a reference to the Conditional Sale Agreement as amended hereby. The Conditional Sale Agreement, as amended by this amendment, is, and shall continue to be, in full force and effect and is hereby ratified and confirmed.

SECTION 3. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

MICHIGAN INTERSTATE
RAILWAY COMPANY

[CORPORATE SEAL]

By Vincent M. Malanaphy
Name: Vincent M. Malanaphy
Title: Chairman and President

Attest:

Name:
Title:

ITEL CORPORATION
Equipment Management Division

[CORPORATE SEAL]

By _____
Name:
Title:

Attest:

Name:
Title:

State of Michigan)
) ss.:
County of Shiawassee)

On this 27th day of September, 1979, before me personally appeared Robert M. McLaughlin, to me personally known, who, being by me duly sworn, says that he is _____

Chairman and President of
MICHIGAN INTERSTATE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires January 4, 1982

State of California)
) ss.:
County of San Francisco)

On this ____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of ITEL CORPORATION, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

CITIBANK, N.A. and ITEL CORPORATION, parties to an Agreement and Assignment, dated as of April 15, 1979, hereby confirm that references in said Agreement and Assignment to the "Conditional Sale Agreement" shall mean the Conditional Sale Agreement as amended by the foresaid Amendment, dated as of September 28, 1979.

ITEL CORPORATION
Equipment Management Division

[Corporate Seal]

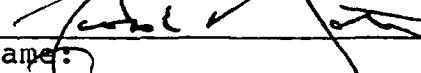
By _____
Name:
Title:

Attest:

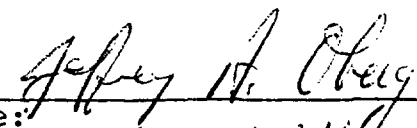
Name:
Title:

CITIBANK, N.A.

[Corporate Seal]

By 
Name:
Title: Vice President

Attest:


Name:
Title: Account Officer

State of California)
) ss.:
County of San Francisco)

On this ____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of ITEL CORPORATION, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

State of New York)
) ss.:
County of New York)

On this 11 day of September, 1979, before me personally appeared Scott E. Bales, to me personally known, who, being by me duly sworn, says that he is Vice President of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Louise Dellasala
Notary Public

[Notarial Seal]

My Commission expires

LOUISE DELLASALA
Notary Public, State of New York
No. 01DE4671239
Qualified in Kings County
Commission Expires March 30, 1984

AMENDMENT

Dated as of September 28, 1979

This AMENDMENT between ITEL CORPORATION, Equipment Management Division, a Delaware corporation (the "Vendor") and MICHIGAN INTERSTATE RAILWAY COMPANY, a Michigan corporation (the "Railroad").

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(b) Article 4(d) is amended by deleting the date "October 1, 1979" therein and by substituting for such date the date "November 1, 1979".

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SECTION 3. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

MICHIGAN INTERSTATE
RAILWAY COMPANY

[CORPORATE SEAL]

By _____
Name:
Title:

Attest:

Name:
Title:

ITEL CORPORATION
Equipment Management Division

[CORPORATE SEAL]

By Carl N. Taylor
Name: CARL N TAYLOR
Title: President- ITEL Rail

Attest:

Name:
Title:

State of Michigan)
) ss.:
County of Shiawassee)

On this ____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____

_____ of
MICHIGAN INTERSTATE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

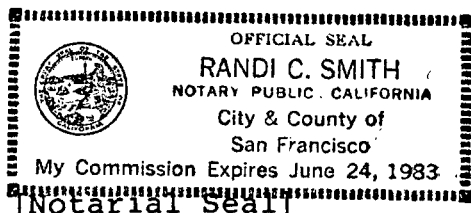
[Notarial Seal]

My Commission expires

State of California)
) ss.:
County of San Francisco)

On this 25th day of Sept, 1979, before me personally appeared CARL N. TAYLOR, to me personally known, who, being by me duly sworn, says that he is _____

PRESIDENT of ITEL CORPORATION, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith
Notary Public

My Commission expires

CITIBANK, N.A. and ITEL CORPORATION, parties to an Agreement and Assignment, dated as of April 15, 1979, hereby confirm that references in said Agreement and Assignment to the "Conditional Sale Agreement" shall mean the Conditional Sale Agreement as amended by the foresaid Amendment, dated as of September 28, 1979.

ITEL CORPORATION
Equipment Management Division

[Corporate Seal]

By Carl N. Taylor
Name: CARL N TAYLOR
Title: PRESIDENT - ITEL RAIL

Attest:

Name:
Title:

CITIBANK, N.A.

[Corporate Seal]

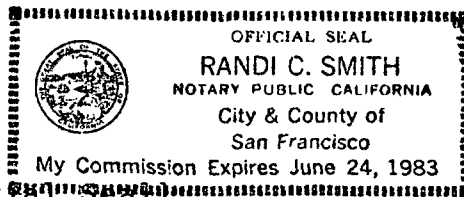
By _____
Name:
Title: Vice President

Attest:

Name:
Title:

State of California)
) ss.:
County of San Francisco)

On this 25th day of Sept, 1979, before me personally appeared CARL N. TAYLOR, to me personally known, who, being by me duly sworn, says that he is President of ITEL CORPORATION, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

Randi C. Smith
Notary Public

My Commission expires

State of New York)
) ss.:
County of New York)

On this ____ day of _____, 1979, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is Vice President of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires